

transfer fee of \$75.00 for its services in making all required changes in its books, papers and records, and a fee not to exceed 1% of the then unpaid principal as consideration to said Lender as waiver of its contract right to accelerate said note and foreclose this mortgage. At the time of such acceptance of the assuming granted by Lender, said Lender may increase the interest rate up to but not to exceed the then current rate being charged by the Lender on similar new loans, upon giving sixty (60) days notice in writing. In that event, the then owner of the property mortgaged to secure said note may, at his option, pay off the entire balance remaining due, and the Lender shall not assess any prepayment penalty. Failure to pay such transfer or waiver of acceleration fee or increased interest rate shall constitute a default, and said Lender may, at its option, then declare all remaining principal and accrued interest of said note immediately due and payable and foreclose this mortgage.

The Borrower may, by agreement with said Lender, obtain additional advances from the Lender for any purpose whatsoever, whether specified herein or not; and such advances shall become a part of the principal balance of said note, and shall be a lien on the property mortgaged to secure said note, and shall be repaid in accordance with the terms of said agreement, either in separate payments or as a part of the monthly payments provided for herein.

In the event of any default in the conditions or provisions of said note, said Lender may, at its option, and without notice, declare the whole amount of the indebtedness to be immediately due and payable, and may foreclose this mortgage. In case of any default, the balance of the indebtedness shall draw interest at 10% per annum from the beginning of such default until paid. Any principal prepayments in excess of 20% of the original principal within five years from the date hereof shall be subject to a prepayment penalty of not more than 90 days interest on the amount prepaid; except that any prepayment resulting from the refinancing of said note by said Lender to a new mortgage shall be exempt from said penalty. No prepayment penalty shall be charged if payment in full is made after five years from date. Any principal payment in full entitles said Lender to interest to at least the following monthly due date.

The failure of Lender to assert any of its right hereunder at any time shall not be construed as a waiver of its right to assert the same at a later time, and to insist upon and enforce strict compliance with all the terms and provisions in said note and in this mortgage contained.

If said Borrower shall cause to be paid to Lender the entire amount due it hereunder and under the terms and provisions of said note secured hereby, including future advances, and any extensions or renewals hereof, in accordance with the terms and provisions thereof, and comply with all the provisions in said note and in this mortgage contained, then these presents shall be void; otherwise to remain in full force and effect, and Lender shall be entitled to the immediate possession of all said premises and may, at its option, declare the whole of said note due and payable and have foreclosure of this mortgage or take any other legal action to protect its rights, and from the date of such default all items of indebtedness of said note shall draw interest at the rate of 10% per annum. Appraisal and all benefits of homestead and exemption laws are hereby waived.

The Borrower has executed a note secured by this mortgage as of this date and said note is by this reference made a part hereof as though fully set out herein and this mortgage and said note shall be read together and shall constitute the contract between the parties hereto.

This mortgage shall extend to and bind the respective heirs, executors, administrators, successors and assigns of the parties hereto. It is understood and agreed that this is a purchase money mortgage.

WITNESS signature(s) of Borrower the day and year first above written.

C. George Peale
C. George Peale
Nancy Jane Peale
Nancy Jane Peale

STATE OF KANSAS

COUNTY OF Douglas

BE IT REMEMBERED that on this 20th day of October, A.D. 1971, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came C. George Peale and Nancy Jane Peale, his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such person(s) duly acknowledged the execution of the same.



IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.

Reba J. Bryant
Reba J. Bryant
Notary Public

Recorded October 20, 1971 at 2:01 P.M.

Janet Boen Register of Deeds

Reg. No. 6,203
Fee Paid \$37.00

BOOK 162 27305 MORTGAGE

Loan No. 51835-06-118

This Indenture, Made this 19th day of October, 1971

between Jack T. Cassell and Phyllis J. Cassell, his wife

of Douglas County, in the State of Kansas, of the first part and hereinafter referred to as Borrower, and CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION of Topeka, Kansas, of the second part and hereinafter referred to as Lender. WITNESSETH: That said Borrower, in consideration of the loan of the sum of Fourteen Thousand Eight Hundred Fifty and No/100 DOLLARS made by Lender, the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto said Lender, its successors and assigns, all of the following-described real estate, situated in the County of Douglas and State of Kansas, to-wit:

Lot 24, in Block Two, of the Replat of Blocks 2 and 3 of Edgewood Park Addition Number Five, an Addition to the City of Lawrence, as shown by the recorded plat thereof, in Douglas County, Kansas.

Together with all heating, lighting, and plumbing equipment and fixtures, including stoves and burners, screens, awnings, storm windows and doors, and window shades or blinds, used on or in connection with said property, whether the same are now located on said property or hereafter placed thereon.

TO HAVE AND TO HOLD THE SAME, With all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever, and hereby warrant the title to the same.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of Fourteen Thousand Eight Hundred Fifty and No/100 DOLLARS with interest thereon, advanced by said Lender and such charges as may become due to said Lender under the terms and conditions of the note secured hereby, which note is by this reference made a part hereof, to be repaid as follows:

In monthly installments of \$ 114.60 each, including both principal and interest. First payment of \$ 114.60 due on or before the 1st day of November, 1971, and a like sum on or before the 1st day of each month thereafter until total amount of indebtedness to the Lender has been paid in full.

Borrower covenants and agrees as follows:

To pay all taxes and assessments of every kind or nature upon the real estate mortgaged to said Lender to secure the payment of said obligation, when the same are by law due and payable. A sum equal to 1/12 of the total estimated amount of the current year's taxes and assessments upon said property shall be paid monthly in advance to said Lender, upon the regular monthly payment dates. If the fund so created with said Lender is insufficient to pay said taxes and assessments when due, the Borrower agrees to pay the difference upon demand. If the fund so created exceeds the amount of said taxes and assessments, the excess shall be credited to the Borrower, and applied on interest or principal, or held for future taxes, as said Borrower may elect. The waiving of such monthly payments for taxes and assessments at any time shall not bar said Lender from later requiring such payments from the Borrower. No interest shall be paid by said Lender on any prepaid tax funds held by it on behalf of the Borrower.